



Republic of the Philippines  
 DEPARTMENT OF AGRICULTURE  
 Regional Field Unit No. 12  
 Brgy. Carpenter Hill, Koronadal City  
 BAC Secretariat Office

ITB Reference No.3598261  
 Contract No. 2015-1085

**CONTRACT**

KNOW ALL MEN BY THESE PRESENTS:

MAR 23 2016

This contract made and entered this \_\_\_\_ day of \_\_\_\_\_ by and between the DEPARTMENT OF AGRICULTURE, REGIONAL FIELD Office 12, KORONADAL CITY, represented by the Regional Executive Director, AMALIA J. DATUKAN, hereinafter called the **First Party** and FORTUNETRACT AGRO SALES, INC. with principal address at Bajada, Davao City represented by its Area Sales Supervisor MR. CHRISTOPHER G. MARA-AT, hereinafter called as the **Second Party**;

Whereas, the First Party has a procurement of **Seventeen (17) Units Combine Harvester with Hauler** with the Approved Budget for the Contract of **Twenty-Four Million Four Hundred Eighty Thousand Pesos (Php24,480,000.00)** at **One Million Four Hundred Forty Thousand Pesos (Php1,440,000.00)** per unit as the **Approved Budget for the Contract**;

Whereas, a public bidding was conducted on January 5, 2016 with two (2) participating bidders in which Fortunetract Agro-Sales, Inc. won in the bidding and was awarded the Supply and Delivery of **Seventeen (17) Units Combine Harvester with Hauler** in the amount of **Eighteen Million Two Hundred Seven Thousand Pesos (Php18,207,000.00)** at **One Million Seventy-One Thousand Pesos (Php1,071,000.00)** per unit representing the **90% amount** of the project;

Whereas, the project shall be on 90%/10% scheme wherein the 90% amount of the project shall be the Procuring Entity's counterpart and the 10% amount shall be the Recipients' equity;

Whereas, the **First Party** has accepted the bid of the **Second Party** in the amount of **Eighteen Million Two Hundred Seven Thousand Pesos (Php18,207,000.00)** at **One Million Seventy-One Thousand Pesos (Php1,071,000.00)** per unit representing the **90% amount** of the project as DA's counterpart as per breakdown, to wit:

	(100%)	(90%)	(10%)
Total Cost	Php20,230,000.00	Php18,207,000.00	Php2,023,000.00
Unit Cost	1,190,000.00	1,071,000.00	119,000.00

Whereas, the **Ten Percent (10%)** cost of the project in the amount of **Two Million Twenty-Three Thousand Pesos (Php2,023,000.00)** at **One Hundred Nineteen Thousand Pesos (Php119,000.00)** per unit shall be the **Recipients' Equity**;

Whereas, the First Party shall pay to the **Second Party** the amount of **Eighteen Million Two Hundred Seven Thousand Pesos (Php18,207,000.00)** for the supply and delivery of **Seventeen (17) Units Combine Harvester with Hauler**, representing the **90% amount of the project** hereinafter called as "**the Contract Price**";

*(Handwritten signatures and initials)*

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;

2. The following documents shall be deemed to form, be read and construed as part of this agreement, viz.:

- (a) Funded and Approved Purchase Request;
- (b) Approved Notice of Award;
- (d) Performance Bond;
- (e) Technical and Financial documents of the winning bidder
- (f) Resolution of the Bids and Awards Committee as the case may be; and
- (g) Other pertinent documents as may be reasonable required by the First Party.

3. In consideration of the payments to be made by the First Party to the Second Party as hereinafter mentioned, the Second Party hereby covenants with the First Party to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract;

4. The Second Party hereby agrees to deliver the **Seventeen (17) Units Combine Harvester with Hauler** at **DA-Tupi, Bolomala, South Cotabato** within **Sixty (60) calendar days** upon receipt of the Notice to Proceed with the following specifications, to wit:

Engine: Crown Harvester CCH-2000 STAR, 45.7KW, 4 cycle, 4 cylinder, water cooled, turbo charged, diesel

Drive system: rubber crawler

Average ground contact pressure: less than or equal to 18kpa

Ground clearance: 240mm minimum

Transmission: HST (2F/2R minimum)

Steering System: clutch and brake

Cutting System: Hydraulic height adjustment

Gathering length: 2000mm

Cutter bar length: 1900mm

Threshing: Spike tooth, axial flow/tangential or combination, 3-way cleaning type

Grain unloading system: manual sack grain unloading

Tank: 250kg grain tank capacity

Field capacity: 0.634 ha./hr.

Performance: In accordance with PAES

Field loss: 0.30% total mechanical loss

Breakage rate: 1.35% mechanical damage

Impurity rate: 2.60%

Efficiency: 75.8%

Tech. Specification: signed by Engr. Renel M. Alucilja w/ PRC #0004165

Warranty: 2 years

With Service center and trained technician within the region

With Original Equipment Manufacturer Manual

With DA-12 and Agri Pinoy logo and body number (outdoor sticker w/cellophane, 10" dia.)

5. The Second Party hereby agrees to give demo and trainings for the recipients and testing of the equipment shall be undertaken on the delivery site for 2 weeks or 1 month continuous operation before payment shall be made;

6. Should the Second Party incur delay, Section 68, Rule XXII of RA 9184, partly states, "Xxx. The amount of the liquidated damages shall be at least equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Xxx";

7. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and

9  
7/20/12

8. This agreement shall be valid and binding upon approval of both parties;

IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.

Department of Agriculture XII

By: *Amalia J. Datukan*  
AMALIA J. DATUKAN, MBA  
Regional Executive Director

*Ray H. Embajador*  
RAY H. EMBAJADOR  
AP Rice and Corn Focal Person

Fortunetract Agro Sales, Inc.

By: *Christopher G. Maraath*  
CHRISTOPHER G. MARAAT  
Area Sales Supervisor

Reviewed and Witnessed by:

*Carlene C. Gollado*  
CARLENE C. GOLLADO, CPA  
BAC Chairman

OK as to allocation of funds:

*Rakma B. Buisan*  
RAKMA B. BUISAN  
Regional Budget Officer

Funds Available:

*Anna Mae A. Sidenio*  
ANNA MAE A. SIDENIO  
Administrative Officer V  
Regional Accountant

Prepared by:

*Monina M. Salendab*  
MONINA M. SALENDAB  
BAC Secretariat-Head

ACKNOWLEDGMENT:

Republic of the Philippines)

Before me, a Notary Public for Koronadal City personally appeared the following:

NAME	Res. Cert.	Issued at	Issued on
1. Amalia J. Datukan, MBA	1095321	KOR. CITY	JAN. 20, 2016
2. Chirstopher G. Maraath			

Known to me to be the same persons who executed the foregoing documents and acknowledged that the same are their voluntary acts and deeds.

This instrument consists of three (3) pages including this page in which the acknowledgment is written, and signed in the left hand margin of each and every page thereof by parties and their witnesses.

Witness my hand and seal this MAR 20 2016 of CITY OF KORONADAL 2016 at COTABATO

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Book No. : 4  
Series of 2016

*Veronica A. Donde*  
VERONICA A. DONDE  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2016  
IBP NO. 1612600-01-00-10-GSC  
PTR NO. 000000-01-00-10-KOR. CITY  
MCLEAREN IDENTIFICATION NO. 000465  
ROLL OF ATTOR. NO. 383229